



Order Filed on August 8, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2C

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File No. 103795B

In Re:

Juan Carlos Jimenez,

DEBTOR.

Case No.: 23-11272-JKS

Hearing Date: August 10, 2023

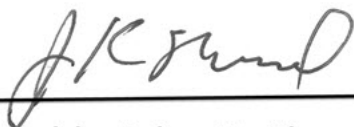
Judge: John K. Sherwood

Chapter 13

**CONSENT ORDER RESOLVING OBJECTION TO CONFIRMATION
AND
AMENDING ORDER TO SELL**

The relief set forth on the following pages, numbered two (2) through (4), is hereby **ORDERED**.

DATED: August 8, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

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Debtor: Juan Carlos Jimenez

Case No: 23-11272-JKS

Caption of Order: Consent Order Resolving Objection to Confirmation and Amending Order to Sell

This matter having come before the Court on the Objection of Ajax Mortgage Loan Trust 2019-E, Mortgage-Backed Securities, Series 2019-E, by U.S. Bank National Association, as Indenture Trustee, Mortgagee, by and through counsel, Pluese, Becker & Saltzman, LLC, Stuart H. West, Esquire, appearing and the Debtor, by and through counsel, Law Offices of Avram D. White, Esq, Avram D. White , Esquire, having consented hereto; it is hereby, ORDERED as follows:

1. Debtor has filed a Motion to Approve the Sale of 10 Grant Street, Utica, Oneida, N.Y. 13501 (the “Subject Property”).
2. The Subject Property shall be sold for a sufficient price to fully payoff the Mortgagee. The Debtor shall request a Payoff Letter at least three weeks before the scheduled closing of July 19, 2023.
 - A. A sufficient portion of the proceeds of any Transaction shall be devoted to full satisfaction of all sums due upon the Mortgage; and
 - B. The deadline for the closing and the Mortgagee’s receipt of funds shall be no later than August 31, 2023; and
 - C. The Mortgage lien shall not be released unless and until sufficient funds are tendered to fully satisfy all sums due upon the Mortgage (notwithstanding entry of Final Judgment in the Foreclosure and/or any Proof of Claim in any Bankruptcy case), and
 - D. The Mortgagee's contractual Payoff Statement and applicable non-bankruptcy law shall be

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the exclusive determinant of the full amount due on the Mortgage lien. The Trustee and/or Debtor reserve the right to question, contest and/or request verification of any line item(s) in the Mortgagee's Payoff Statement.

3. If the Subject Property is not sold and the Mortgagee paid in full by August 31, 2023, the Mortgagee shall be granted immediate Relief from the Automatic Stay upon the filing of a Certification. The Parties specifically agree there shall be no grace period or other defense to such a Certification. This provision, like all of the other provisions, is a material inducement for the Mortgagee agreeing to this Consent Order and the provisions of this Consent Order shall be strictly enforced.

4. The Debtor shall maintain post-Petition payments. The monthly payment is \$1,125.49 per month, for March through May of 2023 and \$530.59 from June onward, subject to future filed notices of payment change. The Debtor is currently due for one payment of \$1,125.49 and the June payment of \$530.59 comes due on June 25, 2023. (** As the Petition was filed on 02/17/23, but mortgage payments come due on the 25th, the Debtor is actually post-Petition due for April, 2023, which was inadvertently left off this Consent Order. Mortgagee reserves the right to recoup that payment as part of the overall payoff.*) Debtor shall make the payment of \$1,125.49 by June 26, 2023, and the June payment of \$530.59 by June 30, 2023.

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5. The monthly payment of \$530.59 shall continue to be made the twenty fifth (25th) of every month.

6. If the Debtor fails to comply with Provision 4 of this Order, the Mortgagee may file a Certification of Default. The only defense to such a Certification is the immediate proof of the default cured.

7. If the Debtor fails to make a payment pursuant to Provision 5, within 10 days of the due date, the Mortgagee may file a Certification of Default. The only defense to such a Certification is the immediate proof of the default cured.

We hereby consent to the form and entry of the within Order.

PLUESE, BECKER & SALTZMAN, LLC

LAW OFFICES OF AVRAM D WHITE, ESQ

By: /s/ Stuart H. West
Stuart H. West, Esquire
Attorneys for the Mortgagee

By: /s/ Avram D White
Avram D White, Esquire
Attorney for the Debtor